

INVITATION FOR BID



SECURITY GUARD SERVICES

IFB # 04PB044

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PURCHASING OFFICE
9191 E. SAN SALVADOR DR.
SCOTTSDALE, AZ 85258

INVITATION FOR BID #04PB044

SECURITY GUARD SERVICES

The City of Scottsdale invites sealed bids to establish a term contract to provide security guard services for various City of Scottsdale buildings and facilities throughout Scottsdale.

All procurement activities conducted by the City of Scottsdale are in conformance with the rules and regulations of the Scottsdale Procurement Code, incorporated herein by this reference. A copy of the Code is available for review in the Office of the City Clerk, City Hall, 3939 Drinkwater Blvd., and the Purchasing Office, 9191 E. San Salvador Dr., Scottsdale, AZ. Copies of the Code are available for sale to the Public at a fee of \$10.00 each at the Purchasing Office.

The City of Scottsdale reserves the right to reject, any one or, all Bids received.

The Purchasing Director will award the Bid and this decision will be final.

BID OPENING

SEALED BIDS ARE TO BE DELIVERED BY THE BIDDERS TO THE PURCHASING OFFICE, 2ND FLOOR, 9191 E. SAN SALVADOR DR., SCOTTSDALE, AZ. **ALL BID SUBMITTALS MUST BE RECEIVED AT PURCHASING'S FRONT DESK WHERE THEY WILL BE OFFICIALLY TIME AND DATE STAMPED PRIOR TO THE BID OPENING.** BIDS WILL BE OPENED AND READ AS A MATTER OF PUBLIC INFORMATION AT 4:00 P.M., LOCAL TIME, JANUARY 29, 2004. LATE SUBMITTALS WILL NOT BE ACCEPTED.

PRE-BID CONFERENCE

A Pre-Bid Conference will be held at 9:00 A.M., Local Time, January 21, 2004 in the Purchasing Conference Room, located at 9191 E. San Salvador Dr., Scottsdale, AZ. All interested parties are urged to attend.

Karl Adams
Bid & Contract Specialist

Shii
01/08/2004 11:56 AM

INVITATION FOR BID #04PB044

CONTRACT DOCUMENTS

This Invitation for Bid becomes a Contract when Award by the Purchasing Director is confirmed to the Bidder in writing.

The documents included in this Invitation for Bid are listed below:

Invitation for Bid

Instructions to Bidders

General Conditions

Specifications

Bidder's Questionnaire

Subcontractor's List

Bid Form(s)

Certificate of Insurance

City of Scottsdale Procurement Code by reference made a part hereof

Notice of Award

Service Contract

Substance Abuse and Background Screening

INVITATION FOR BID # 04PB044
INSTRUCTIONS TO BIDDERS

INFORMATION REQUESTS

REQUESTS FOR ADDITIONAL INFORMATION RELATING TO THE INSTRUCTIONS OR GENERAL CONDITIONS OF THIS BID SHOULD BE DIRECTED TO:

Karl Adams, 480-312-5744, kadams@scottsdaleaz.gov

REQUESTS FOR ADDITIONAL INFORMATION RELATING TO SPECIFICATIONS SHOULD BE DIRECTED TO:

Dan Porter, 480-312-4409.

PURCHASING WEB SITE

The Purchasing web site provides a wide variety of information including: capability to download solicitations, invoicing guidelines, how to introduce your products, list of Buyers commodity lines, etc. The web site can be accessed at www.scottsdaleaz.gov/Vendors/default.asp

The City of Scottsdale does not maintain a vendor list, however, on the City's main web site page, select the Email Subscriptions link and subscribe to receive a notification of Solicitation Opportunities every Tuesday and Thursday – www.scottsdaleaz.gov

FEDERAL EXCISE TAXES

The City of Scottsdale is exempt from the payment of excise taxes imposed by the Federal Government. Such taxes must not be included in the proposed prices. Federal Excise exemption certificates will be furnished by the Purchasing Office on request.

ORAL INSTRUCTION - INTERPRETATION

THE CITY OF SCOTTSDALE WILL NOT BE RESPONSIBLE FOR BIDDERS ADJUSTING THEIR BIDS BASED ON ORAL INSTRUCTIONS BY ANY MEMBER OF THE CITY STAFF OR BY THE CITY'S CONTRACTED CONSULTANT OR AGENT. BIDS DEVIATING FROM THE SPECIFICATIONS CONTAINED HEREIN BY ANY MEANS OTHER THAN AN AUTHORIZED ADDENDUM BY THE PURCHASING DIVISION WILL BE SUBJECT TO REJECTION.

BID SUBMITTAL

All Bids must be submitted on the enclosed Invitation for Bid documents. Bids accepted by the City in writing constitute a legally binding contract. In addition the successful Bidder shall be required to sign one of the City of Scottsdale's applicable contracts.

The Bid Form page must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. The Bid must indicate the responsible entity.

INVITATION FOR BID # 04PB044
INSTRUCTIONS TO BIDDERS

BID SUBMITTAL – CONT'D

Bidders should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

Bids must be presented sealed in an envelope. Bidders must enter their company name in the upper left corner of the envelope.

Bids must be delivered to the Purchasing Office, 2nd Floor, 9191 E. San Salvador Dr., Scottsdale, AZ.

TAXES

The City of Scottsdale is exempt from the payment of excise taxes imposed by the Federal Government. Such taxes must not be included in the proposed prices. Federal Excise exemption certificates will be furnished by the Purchasing Program on request.

The Contractor shall be responsible for payment of all applicable taxes due on contract income whether or not such taxes are specifically separated in the bid amount.

Bids will be evaluated and recommended for award based on the total bid cost including tax.

Questions pertaining to the applicability of taxes shall be directed to the City's Audit Department at (480) 312-2768.

APPROVED ALTERNATE

Specifications may contain references to service requirements or methods, equipment and/or materials (patented or unpatented). Any reference to "or equal" or "approved equal" shall be construed to mean "Approved Alternate" in every instance. Such references shall be regarded as establishing a standard of quality, finish, appearance, performance or as indicating a selection or design based upon compatibility with existing equipment or materials. Such references shall not be construed as limiting the selection to a specified item or source. The use of an alternate or substitute, item or source as an approved alternate will be permitted subject to the following procedure:

The Bidder shall submit **2 copies** of a written Request for Substitution to the Purchasing Office at least eight (8) days prior to the original Bid opening date. Requests for substitution submitted to the City's contracted Consultant or other City Staff shall not be reviewed. The submittal envelope MUST be clearly marked with Invitation for Bid number and "REQUEST FOR APPROVED ALTERNATE" and must be time stamped by the Purchasing Office by 4:00 P.M. January 22, 2004. Late requests will NOT be considered. The Request shall include **2 copies** of all information necessary for proof of quality and suitability for substitution including benefits, engineering design and data (calculations). The Bidder shall submit additional information and/or samples when requested by the City.

The Contract Administrator will evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the Request. If rejected, the Contract Administrator shall give notice of rejection to the Bidder submitting the Request.

INVITATION FOR BID # 04PB044
INSTRUCTIONS TO BIDDERS

APPROVED ALTERNATE DATE – CONT'D

The Purchasing Office, if the Request is accepted, shall issue a written addendum to the Invitation for Bid specifying the approved alternates.

For purposes of submitting a Request for Approved Alternate, the “bidder” is defined as the person or firm who will be submitting the bid to the City in response to this solicitation. Therefore the City will not entertain any submittal for an approved alternate from any party not meeting the above definition of “bidder”.

TOTAL BID COST

Bids will be evaluated and recommended for award based on the total bid cost including all applicable taxes.

The Total Bid Cost amount shall include all costs attendant to the bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Bid.

REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM

Prior to any Contract Award, the I.R.S. W-9 Form ***must*** be completed and submitted to the City's Purchasing Office.

ADDENDA

Any addendum issued as a result of any change in this Invitation for Bid must be acknowledged by all bidders in one of the following manners:

1. Copies of all addenda must be attached to the bid return.
- OR**
2. The appropriate addenda acknowledgment section on the Bid Form must be completed.

Failure to indicate receipt of addenda in one of the above manner may result in a bid being rejected as non-responsive.

ENVIRONMENTAL PROCUREMENT POLICY

The City has established an Environmental Procurement Policy which encourages the purchase of the most environmentally responsible products and services available to meet the intended purpose. We encourage the offer of alternatives that increase the environmental responsibility of the products or services called for in this solicitation. IF YOU WISH TO SUBMIT AN ALTERNATIVE, follow the procedures specified in the Instructions to Bidders, Approved Alternate Section of this document.

INVITATION FOR BID # 04PB044
INSTRUCTIONS TO BIDDERS

AWARD/REJECTION OF BIDS

The contract shall be awarded to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bids. The City intends to award this contract to one contractor and will not be making multiple awards.

The Purchasing Director reserves the right, as the interest of the City requires, to reject any or all bids, to waive any minor informality in bids received, to reject any unapproved alternate(s) bid and reserves the right to reject the bid of any bidder who has previously failed to perform competently in any contract with the City.

INVITATION FOR BID # 04PB044
GENERAL TERMS AND CONDITIONS

QUANTITY

All quantities referenced in this Invitation for Bid are subject to adjustment dictated by City requirements. Quantities at variance with stated bid quantities may be purchased as required.

ACCEPTANCE/AGREEMENT

Any agreement made pursuant to this Invitation for Bid must be accepted in writing by the Contractor. If for any reason Contractor should fail to accept in writing, any conduct by Contractor which recognizes the existence of an Agreement pertaining to the subject matter hereof shall constitute acceptance by Contractor of the Agreement and all of its terms and conditions. Any terms proposed by Contractor which add to, vary from or conflict with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Agreement between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties. If any Agreement has been issued by the City in response to an offer and if any of the terms therein are additional to or different from any terms of such offer, then the issuance of the Agreement by the City shall constitute an acceptance of such offer subject to the express conditions that the Contractor assent to such additional and different terms herein and acknowledge that the Agreement constitutes the entire agreement between the City and the Contractor with respect to the subject matter and acknowledged unless Contractor notifies the City to the contrary in writing within ten (10) days of receipt of the Agreement.

FORCE MAJEURE

The City shall not be held responsible for acceptance of all or any part of the materials tendered for delivery under this Agreement due to federal, state or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire, windstorm or other incidents outside of the City's control which shall make such acceptance impossible or impractical.

RISK OF LOSS

Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered as a result of this Invitation for Bid which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

PATENTS

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Scottsdale and its agents or vendors for alleged patent and/or copyright infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires.

INVITATION FOR BID # 04PB044
GENERAL TERMS AND CONDITIONS

WARRANTY

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors, and assigns. Contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to City, when notified of such nonconformity by City, provided City elects to provide Contractor with the opportunity to do so. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, City, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by City in doing so. Contractor recognizes that City's requirements may require immediate repairs or reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse City for the costs, delays, or other damages which City has incurred.

BIDDER QUESTIONNAIRE

To be considered responsive the Bidder **must** submit the Bidder Questionnaire contained herein.

SUBCONTRACTOR LIST

If, at the time of bidding, any bidder intends to subcontract any portion of this contract, the bidder must complete the information required on the Subcontractor's List preceding the Bid Form and include this list with bid submittal documents.

REGISTERED/LICENSED

To be considered responsive, Contractors must be registered/licensed in the State of Arizona, if such registration/license is normally a requirement.

EXECUTION OF NOTICE OF AWARD

The Contractor shall execute the Notice of Award with the City of Scottsdale within ten (10) days after receipt.

INVITATION FOR BID # 04PB044
GENERAL TERMS AND CONDITIONS

TERM

The term of this Contract shall be for a one (1) year period from the effective date of acknowledgment of the Notice of Award.

The City may extend this Contract for four (4), upon the recommendation of the Contract Administrator and concurrence of the Purchasing Director and the Contractor.

FUNDS APPROPRIATION

If funds are not appropriated by the City Council to continue this Contract, and for the payment of charges hereunder, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Contractor at least thirty (30) days prior to the end of its current fiscal period and will pay to the Contractor all charges incurred through the end of such period.

TERMINATION

Termination for Convenience: City reserves the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. Contractor shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Contractor shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by contractors, suppliers or subcontractors which Contractor could reasonably have avoided. Contractor shall not unreasonably anticipate the requirements of this contract.

Termination for Cause: City may also terminate this contract or any part hereof with seven (7) days notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Late deliveries, deliveries of products which are defective or do not conform to this contract, unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Contractor for any amount, and Contractor shall be liable to City for any and all damages sustained by reason of the default which gave rise to the termination. If it should be determined that City has improperly terminated this contract for default, such termination may be deemed a termination for convenience.

In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Contractor.

INVITATION FOR BID # 04PB044
GENERAL TERMS AND CONDITIONS

UNPREDICTABLE MARKET CHANGE

In the event of an unpredictable change in the market, which affects the then current contract price, Contractor may submit justification for a price adjustment. Contract Administrator and Purchasing Director shall review justification and determine applicable price adjustment. Upon return to normal market conditions, the price will be adjusted to the price established by the original contract terms.

The Purchasing Director shall be the final authority on any price adjustment due to unpredictable market change.

PRICE ESCALATION

Price increases may only be requested by the Contractor, thirty (30) days prior to the annual anniversary date of the Contract. Failure to do so may result in the denial of any increase requested.

Price increases will become effective only after approval by the Purchasing Director and will be effective for at least one year from the date of approval.

Approved price increases will be applied to the unit pricing in the Contract as a percentage increase.

The increased rate shall be based upon mutual consent of the Contractor and the Contract Administrator, however, the Contract Administrator shall evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

The percentage increase in the unit pricing may not exceed 5%.

PRICE REDUCTION

If Contractor, makes a general price decrease, the Contractor shall promptly notify the City in writing and extend such decrease to the City effective on the date of such general price decrease.

ADDITIONAL SERVICE REQUESTED

Any service requested which is not specifically authorized by the Contract or written adjustments thereto, requires the issue of a separate purchase order by the City for authorization to perform, and separate billing by the Contractor for payment.

INSURANCE

This solicitation/contract contains two samples of Certificates of Insurance, the Standard Acord Certificate and the Certificate developed by the City of Scottsdale.

The City Certificate is preferred, however, the Acord Certificate is acceptable provided it is identical to the sample attached and contains the additional language and deleted language as reflected on the sample.

INVITATION FOR BID # 04PB044
GENERAL TERMS AND CONDITIONS

INSURANCE – CONT'D

Failure to provide a Certificate of Insurance with the appropriate verbiage as indicated on the attached samples, will result in rejection of your certificate and delay in contract execution.

Additionally Certificates of Insurance submitted without referencing a Bid Number will be subject to rejection and returned or discarded.

Indemnification

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

Insurance Representations and Requirements

General

Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

No Representation of Coverage Adequacy

By requiring insurance herein, City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so.

Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

INVITATION FOR BID # 04PB044
GENERAL TERMS AND CONDITIONS

Insurance Representations and Requirements – Cont’d

Coverage Term

All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of subject contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.

Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage which contain deductibles or self insured retention amounts. Such deductibles or self insured retention shall not be applicable with respect to the policy limits provided to City of Scottsdale. Contractor shall be solely responsible for any such deductible or self insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of such deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

Use of Subcontractors

If any work under this agreement is subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Scottsdale and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

Evidence of Insurance

Prior to commencing any work or services under this Contract, Contractor shall furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees shall be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying coverage as required
2. Contractor's insurance shall be primary insurance as respects performance of subject contract.
3. All policies, except for Professional Liability insurance if applicable waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.

INVITATION FOR BID # 04PB044
GENERAL TERMS AND CONDITIONS

Insurance Representations and Requirements – Cont'd

Evidence of Insurance – Cont'd

4. Certificate shall cite 30 day advance notice of cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

Required Coverage

Commercial General Liability

Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

Vehicle Liability

Contractor shall maintain Business Automobile Liability insurance with a limit of \$500,000 each accident on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" "any auto" policy form CA 01 07 97 or equivalent thereof.

If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

Worker's Compensation Insurance

Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

RECORDS AND AUDIT RIGHTS

Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after final payment.

INVITATION FOR BID # 04PB044
GENERAL TERMS AND CONDITIONS

RECORDS AND AUDIT RIGHTS – CONT'D

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Such requirements will also apply to subcontractors and sub-subcontractors, etc.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Contractor to the City in excess of one percent (1%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all parties to the contract, unless the notice specifies a later time (A.R.S. 38-511).

SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

ASSIGNMENT

No right or interest covered by this contract shall be assigned in whole or in part without the prior written consent of the City.

MODIFICATIONS

Any adjustments, alterations, additions, deletions, or modifications in the terms and/or conditions of this contract must be made by written Change Authorization approved by the Contract Administrator, Purchasing Director and the Contractor.

If Contractor performs any modification without written Change Authorization, the City shall not be obligated to accept said modification.

CONTRACT ADMINISTRATOR AND DUTIES

The Contract Administrator for the City will be Dan Porter or designee. The Contract Administrator will audit the billings, approve payments, establish delivery schedules, approve addenda to the Contract and generally be responsible for overseeing the execution of the Contract.

INVITATION FOR BID # 04PB044
GENERAL TERMS AND CONDITIONS

PAYMENT TERMS

The City of Scottsdale's payment terms are payment within thirty (30) days. Payment may be sooner where cash discounts are offered for early payment, however, cash discounts offered will not be considered in determining lowest bidder. In no event will payment be made prior to receipt of an original invoice containing invoice and Purchase Order numbers and receipt of purchased item. The City is not liable for delays in payment caused by failure of the vendor or contractor to send invoice to the address specified below.

**CITY OF SCOTTSDALE
ACCOUNTS PAYABLE
7447 E. INDIAN SCHOOL ROAD
SCOTTSDALE, ARIZONA 85251-4468**

CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

This Agreement must be extended for use by the City of Tempe.

**INVITATION FOR BID #04PB044
SECURITY GUARD SERVICES
SPECIFICATIONS**

1. SCOPE OF SERVICES

a. DEFINITIONS

The term "CITY" when used throughout this document shall refer to facilities and property owned or maintained by the City of Scottsdale or the City of Tempe.

b. CONTRACTOR shall provide to the City of Scottsdale (CITY) a full range of security services including, but not limited to, protection and security against vandalism, trespass and theft of property on or from the CITY'S premises. CONTRACTOR shall instruct and require its security officers to perform services specified herein in an orderly and efficient manner while enforcing services in such a manner so as not to interfere with the normal conduct of the CITY'S business. CONTRACTOR shall comply with all laws and regulations set forth in Arizona Revised Statutes Title 32, Chapter 26, relating to security guards.

c. This is a joint solicitation that includes the City of Tempe and their current and potential needs for security guard services. All non-conflicting aspects of this bid equally applies to the City of Tempe. City of Tempe staff will be on the evaluation team.

2. TERM, RENEWAL AND CANCELLATION

a. The term of this Contract shall be for one year.

b. The CITY may extend this Contract four (4) more, one (1) year periods, upon recommendation of the Contract Administrator and concurrence of the Purchasing Director and the Contractor.

3. CONTRACTOR'S CAPACITY

CONTRACTOR shall perform the services specified here in the capacity of an independent contractor, and neither CONTRACTOR nor any of it's officers, directors, employees or agents shall be considered employees or agents of the CITY. CONTRACTOR and it's officers, directors, employees, or agents shall not be entitled to or authorized to participate in any benefits or privileges given or extended by the CITY to it's employees.

4. SERVICE SCHEDULE

a. CONTRACTOR shall provide security officers to fill the below-described positions and shifts. Hours per year are approximate and are intended to be eight-hour shifts unless otherwise noted.

North Corporation Yard
9191 N. San Salvador Dr.
Scottsdale, AZ

1 security officer 24 hours/day	365 days/year	8760 hrs/year
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**INVITATION FOR BID #04PB044
SECURITY GUARD SERVICES
SPECIFICATIONS**

SERVICE SCHEDULE – CONT'D

Civic Center Mall

7447 E. Indian School Rd.

Scottsdale, AZ

Cart Vehicle Required

1 security officer 8.25 hours/ day (5:45 pm – 2:00 am, 7days/ week)	365 days/year	3011 hrs/year
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1 security officer 4 hours/day (8:00 pm – 12:00 am Monday – Friday)	260 days/year	1040 hrs/year
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South Maintenance Yard

1501 N. Miller Rd.

Tempe, Arizona

1 security officer 12 hrs/day (6:00 pm – 6:00 am Monday – Friday)	260 days/year	3120 hrs/year
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1 security officer 24 hrs/day (6:00 am Saturday – 6:00 am Sunday) (6:00 am Sunday – 6:00 am Monday)	104 days/year	2496 hrs/year
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West World

16601 N. Pima Rd.

Scottsdale, Arizona

Patrol Vehicle Required

1 security officer 8 hrs/day (10:00 pm – 6:00 am, 7 days/ week)	365 days/year	2920 hrs/year
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*Parks Lock-up

(See attached Special Requirements)

Patrol Vehicle Required

1 security officer 5hrs/day (9:00 pm – 2:00 am)	365 days/year	1825 hrs/year
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*Eldorado Skate Park

1909 N. Miller Road

1 security officer 2 hours/day (10:30 pm – 12:30 pm)	365 days/year	730 hrs/year
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City of Tempe

Johnny G. Martinez Water Treatment Plant

255 E. Marigold

Tempe, Arizona

(5:00 am – 5:00 pm M-F)	260 days/year	3120 hrs/year
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City of Tempe

South Water Treatment Plant

6600 South Price

Tempe, Arizona

(5:00 am – 5:00 pm M-F)	260 days/year	3120 hrs/year
-------------------------	---------------	---------------

*These are future service sites that will be included in this Agreement upon termination of existing the contract on May 23, 2004.

**INVITATION FOR BID #04PB044
SECURITY GUARD SERVICES
SPECIFICATIONS**

SERVICE SCHEDULE – CONT'D

- b. In addition, CONTRACTOR shall have a supervisor on duty (not necessarily on site) that can be contacted readily by telephone or cellular phone. CONTRACTOR will keep the Contract Administrator apprised of the name and contact information of each on-duty supervisor, as changes are made throughout the life of the contract.
- c. The numbers of hours stated in the Agreement, for the mentioned locations, are approximate hours only. These hours may increase or decrease during the term of the Agreement, depending upon the City's activity at each location mentioned. There is no guarantee that CONTRACTOR will receive the approximate amount of work hours set forth herein. Changes in the number of hours required, either increase or decrease, shall not be grounds for adjustment in the unit prices of CONTRACTOR during the term of the Agreement.
- d. CONTRACTOR shall provide additional security officers to perform security services at other CITY facilities or locations where protection is deemed necessary by the CITY, at no increase in the hourly billing rates. Additional service sites may be added as needed at the same billing rates.
- e. In the event of civil disorder, strike, riot, terrorism, or natural disaster, the CITY may request CONTRACTOR to provide additional employees and services for any necessary protection that the CITY may require for its property or resources. In the event the CONTRACTOR cannot supply additional officer and services as needed by the CITY, the CITY reserves the right to use other companies engaged in providing security services to fill these needs.

5. REMOVAL OR REJECTION OF CONTRACTOR'S SECURITY OFFICERS

The CITY reserves the right to require CONTRACTOR to reject or have removed from its facilities any employee on duty or reporting for duty who is considered by the CITY to be unqualified or unsatisfactory to perform the duties required by this Agreement. Any removal or rejection shall be without recourse to the CITY. In the event of such rejection, CONTRACTOR'S supervisor shall cover the affected post until a suitable replacement is furnished.

6. PAYMENT

- a. The City of Scottsdale will consider only those bid proposals that equal or exceed the minimum hourly pay rate set for below for assigned security officers. In return for the security services described herein, the CITY shall pay the CONTRACTOR for services actually performed at the following pay rate: Security Officer minimum hourly pay rate: \$8.75

**INVITATION FOR BID #04PB044
SECURITY GUARD SERVICES
SPECIFICATIONS**

PAYMENT – CONT'D

- b. CONTRACTOR shall present to the Contract Administrator a bi-weekly billing invoice showing the name of each security officer assigned to the CITY'S facilities and the hours the security officer worked. Contractor shall itemize all charges in detail.

7. QUALIFICATIONS REQUIRED OF CONTRACTOR'S SECURITY OFFICERS

a. PHYSICAL QUALIFICATIONS

In possession of binocular vision, correctable to 20/30 (Snellen).

Able to discriminate between standard colors.

Able to perform normal or emergency duties requiring moderate to arduous physical exertion, such as:

Standing or walking for an entire shift.

Climbing stairs and ladders.

Lifting or carrying objects weighing up to 50 pounds.

Running short distances.

b. MENTAL QUALIFICATIONS

CONTRACTOR shall assign to the CITY'S facilities security officers who are mentally alert and capable of exercising good judgment, implementing instructions and assimilating necessary specialized training.

c. EDUCATIONAL QUALIFICATIONS

CONTRACTOR shall assign to the CITY'S facilities employees who are able to read, comprehend, write and speak English clearly. CONTRACTOR'S employee security officers shall have graduated from high school or have obtained a high GED. The degree of proficiency must be at a level that allows employees to:

Write reports and maintain facility security journals and other records in a legible, clear and concise manner.

Use a computer for basic report writing, including ability to use Microsoft Word, Excel and Outlook software.

Read, interpret and properly carry out facility security instructions and post orders.

Converse freely and appropriately in person and over communication systems in use at CITY facilities.

**INVITATION FOR BID #04PB044
SECURITY GUARD SERVICES
SPECIFICATIONS**

EDUCATION QUALIFICATIONS – CONT'D

- d. CONTRACTOR shall require each of its security officers assigned to the CITY'S facilities to possess a valid Arizona driver's license and a security guard license issued by the State of Arizona.
- e. In keeping with the City's desire to maintain a safe and healthy work force, prior to assignment on a city post, CONTRACTOR'S employees will be required to pass a background investigation– including fingerprinting; state and federal criminal records checks; drivers license record, and substance abuse screening. Only authorized city providers will be acceptable. Written procedures governing these areas are included in the contract.

8. CONTRACTOR'S DESIGNATED REPRESENTATIVES

CONTRACTOR shall provide the Contract Administrator with the names and telephone numbers of designated representatives for the CITY to contact for such matters as scheduling, complaints, and billings. CONTRACTOR shall provide the CITY with reasonable working guidelines as to what actions or notification procedures are to be followed in the event an employee provided suffers any injury or sickness while on duty at any of the CITY'S facilities.

9. CONTRACTOR'S SUPERVISION

- a. CONTRACTOR shall maintain twenty-four hour, seven day per week security supervisors who are responsible for employees assigned to the CITY'S facilities.
- b. CONTRACTOR shall instruct its security officers assigned to the CITY'S facilities to contact their supervisor in the event they are unable to report for or complete a work assignment. The security supervisor shall then notify the Contract Administrator at the earliest practicable time.
- c. CONTRACTOR shall instruct its security officers assigned to the CITY'S facilities to refer all matters related to time off, vacations, pay, assignment locations, hours of work or uniform requirements to CONTRACTOR'S supervision.
- d. CONTRACTOR'S supervisor shall make at least 2 random visits per week, to any of the CITY'S posts manned by CONTRACTOR'S security officers, for the purpose of inspecting the security officer's performance and appearance. A report outlining the date, time, location, and findings of these inspections will be forwarded to the contract administrator bi-weekly.

10. GENERAL DUTIES AND DESCRIPTION OF SECURITY OFFICER SERVICES

- a. CONTRACTOR'S security officers shall man fixed posts and conduct facility patrols according to schedules determined by the Contract Administrator. CONTRACTOR shall instruct its employees to perform duties outlined in site-specific post orders. Upon award of this contract, site-specific post orders shall be provided to the successful bidder prior to commencement of service.

**INVITATION FOR BID #04PB044
SECURITY GUARD SERVICES
SPECIFICATIONS**

**GENERAL DUTIES AND DESCRIPTION OF SECURITY OFFICER SERVICES –
CONT'D**

- b. CONTRACTOR shall be responsible for maintaining security stations at the entrances to the CITY'S facilities as identified by the Contract Administrator, and will be responsible for the following:

Monitoring employees, visitors and suppliers seeking entrance in a manner consistent with City procedures.

Admitting properly identified employees.

Issuing passes and registering visitors authorized by the CITY.

Preventing and reporting unauthorized intrusion.

Attending to persons requiring routine and emergency assistance.

Performing other duties consistent with security requirements.

CONTRACTOR's security officers may be required to perform basic operations of the City's PC based access control/intrusion detection systems, CCTV surveillance systems, facility burglary/fire alarm systems and other security related equipment. Officers may be required to operate two-way radio communications to dispatch and respond to security incidents and alarms. Specialized training for such equipment shall be provided by the city to on-duty officers at the normal hourly billing rate.

- c. CONTRACTOR shall be responsible for the following duties while performing security rounds and patrols:

Providing general surveillance of exterior and interior areas of CITY facilities and property

Providing for proper locking and unlocking of buildings, gates, and other areas in accordance with site-specific post orders.

Patrolling particular areas at specified times

Attending to persons requiring routine and emergency assistance

Personal escorts

Providing visible security presence.

Perform other duties consistent with security requirements

- d. CONTRACTOR shall instruct security officers to detect and report any incidents of:

Intrusion

Fire

Theft

Vandalism

Disruptive behavior

Other criminal behavior

Persons requiring emergency assistance

Security breaches

Any condition which is detrimental to the health or safety of employees or visitors.

Any type of surveillance possibly being conducted.

**INVITATION FOR BID #04PB044
SECURITY GUARD SERVICES
SPECIFICATIONS**

11. WEAPONS

All posts and services performed under this agreement shall be by unarmed security officers. On-site officers shall not be in possession of or carry any weapon, including but not limited to firearms, knives, billy clubs, mace, pepper spray, or tasers. Security Officers found to be in possession of a weapon while on-duty will be relieved permanently from this post.

12. UNIFORMS AND EQUIPMENT

CONTRACTOR shall require its employees assigned to CITY facilities to wear CONTRACTOR'S complete uniforms, which shall include standardized Company photo ID badges. CONTRACTOR shall furnish its employees with uniforms and appropriate foul weather gear at no cost to CITY or to CONTRACTORS employees.

13. TRAINING

a. Prior to assignment to any CITY facility, CONTRACTOR will provide sufficient training, at no cost to the CITY, for each employee to ensure that the employee can carry out the general duties outlined in this agreement as well as the site-specific post orders for the facility assigned.

b. Training shall include but is not limited to:

- Legal aspects of security
- First aid/CPR
- Fire prevention, control, and suppression, applicable to the use of hand held fire extinguisher
- Bloodborne Pathogens
- Hazard Communication/MSDS
- Patrol Techniques
- Security Officer safety
- Crime prevention

14. CONTRACTORS VEHICLES

Any vehicle driven to or on a CITY facility for business purposes, other than the on-duty officer's personal vehicle will have visible signage on the left and right front doors with the CONTRACTORS signage or emblem, so as to be apparent the nature of the business of the occupant of the vehicle.

CONTRACTOR shall include separately in the bid package the hourly costs to the CITY necessary to provide the following vehicles for use in performing the patrol functions outlined in this Agreement. The bid amount shall include all costs necessary to operate and maintain the vehicles:

**INVITATION FOR BID #04PB044
SECURITY GUARD SERVICES
SPECIFICATIONS**

CONTRACTORS VEHICLES – CONT'D

Civic Center Mall – electric/battery powered golf cart type vehicle necessary. Cart must be marked with CONTRACTORS signage or emblem, and must be legal and registered for operation on City Streets during daylight and nighttime hours. Cart may be parked on-site while security officer is not on-duty. Cart batteries can be charged on-site in designated parking location.

WestWorld – 1 marked patrol vehicle/ approximate yearly mileage 10,000 miles. Vehicle must be legal for highway operation.

(Fuel and maintenance provided by CONTRACTOR)

*Parks Lock-up – 1 marked patrol vehicle / approximate yearly mileage 16,000 miles. Vehicle must be legal for highway operation.

(Fuel and maintenance provided by CONTRACTOR)

*Future service that will be included in this Agreement upon termination of the existing contract on May 23, 2004.

**INVITATION FOR BID #04PB044
SECURITY GUARD SERVICES
SPECIAL REQUIREMENTS FOR PARKS**

CITY PARKS REST ROOMS LOCK-UP AND ASSOCIATED SITES:

GENERAL

The number of rest rooms to be locked up may change during the life of the contract. Sites may be added to or deleted from the lock up service. Hours for service may be adjusted as circumstances change.

1. LOCK-UP AND PATROL PROCEDURES

- A. Lock-up city parks rest rooms and associated sites nightly, seven (7) days a week, each day of the year, 365(6) days of the year.
- B. Restrooms will be left unlocked during patrol on the nights before designated CITY holidays (schedule attached). The night before designated CITY holidays, the officer will check each restroom and insure that it is unlocked for citizen access the following day. Normal lock-up procedures will resume the following evening.
- C. Lock-up will take place between the hours of nine (9) p.m. and 2 a.m. nightly. Hours of lock-up service may vary slightly throughout the life of the contract.
- D. Restroom sites, which for the most part, are located in City of Scottsdale parks generally consist of a women's rest room and a men's rest room to be locked nightly that either have regular type metal doors, or iron gate type doors. Most are locked with the use of a pad lock type locks. Some doors are locked in open positions and will require that the doors be unlocked from the open position, and be placed and locked in the closed position. Some have a bolt type system that will need to be manipulated from locked open positions and placed in the locked closed position.
- E. Officer will ensure that no one is inside of the rest room area before locking. Officer will not lock up any rest room that is occupied.
- F. Officer will deviate from prescribed route as deemed necessary by officer to maintain proper lock up procedures, and to meet the needs for given situations as they arise.
- G. At certain times, there may be events taking place adjacent to the rest rooms such as city sponsored baseball games and other city sponsored seasonal events. Restrooms are not to be locked when these types of events are taking place. City staff, or others, will lock restrooms after the event.
- H. Adjacent to some rest rooms in the park area may be non-sponsored city activities, such as personal gatherings, or casual recreation, such as tennis being played. Officer to go ahead and lock the restrooms when these types of situations are encountered. Officer may leave restrooms open, if locking is taking place before 10:00 P.M., and someone who has a personal gathering requests the officer to have the restrooms remain open. Officer will make special note of this incident in the daily report. Officer to use discretion when these types of situations are encountered, if Officer feels uneasy about leaving the restrooms open.

**INVITATION FOR BID #04PB044
SECURITY GUARD SERVICES
SPECIAL REQUIREMENTS FOR PARKS**

2. LOITERING

- A. Loitering may occur by persons on the interior of the restroom sites. On-duty Officer will instruct persons loitering to vacate these areas. If person loitering will not vacate the premises, the on-duty Officer will contact City of Scottsdale Police Department on the matter.
- B. On-duty Officer will not lock any restroom that is occupied.

3. RESTROOMS TO BE LOCKED

Generally it is not important as to what order the sites are locked up as long as all sites are locked up during the prescribed times.

	PARK LOCATION	ADDRESS
1	McKellips Park	7800 E. McKellips Rd.
2	Apache Park	1203 N. 85th Pl.
3	Bike Stop	7801 E. Thomas Rd.
4	Pima Park	8600 E. Thomas Rd.
5	Paiute Park	3210 N. 66th St.
6	5th Ave. (Public use restroom in retail area)	7101 E. 5th Ave.
7	Chesnutt Park	4565 N. Granite Reef
8	Indian School Park South Restroom	4289 N. Hayden Rd.
9	Indian School Park North Restroom (Adjacent to Club SAR building)	4415 N. Hayden Rd.
10	Chaparral Park Baseball Restroom (Lock-up after 2230)	5401 N. Hayden Rd.
11	Chaparral Park South Restrooms (Lock-up after 2230)	5401 N. Hayden Rd.
12	Agua Linda Park	8732 E. McDonald Rd.
13	Rotary Park	7959 E. Doubletree Ranch Rd.
14	Rio Montana Park	11180 N. 132nd St.
15	Cholla Park	11320 E. Via Linda Rd.
16	Aztec Park	13636 N. 100th St.
17	Thunderbird Park	9170 E. Thunderbird Rd.
18	Northsight Park	8400 E. Thunderbird Rd.
19	Grayhawk Neighborhood Park	20726 N. 76th St.

**INVITATION FOR BID #04PB044
SECURITY GUARD SERVICES
SPECIAL REQUIREMENTS**

RESTROOMS TO BE LOCKED – CONT'D

	PARK LOCATION	ADDRESS
20	La Mirada Park	8950 E. Pinnacle Peak Rd.
21	Sonoran Hills Park	7625 E. Williams Dr.
22	Stonegate Park	9555 N. 120th St.
23	Ironwood Park	18650 N. 94th St.
24	Copper Ridge (Adjacent to school)	10101 E. Thompson Peak Parkway
25	McDowell Mountain Ranch	10187 E. McDowell Mountain Ranch Rd.

**INVITATION FOR BID #04PB044
SECURITY GUARD SERVICES
BID FORM**

BASE HOURLY BILLING RATE FOR CONTRACTOR EMPLOYEES			
Security Officer Wage (Minimum \$8.75/hour)			\$ /hr.
Overhead and Profit over Officer Wage		+	\$ /hr.
Item 1	Rate Total "Security Officer Billable Hourly Rate"	=	\$ /hr.
ADDITIONAL HOURLY CHARGES FOR PATROL VEHICLES			
Item 2	Rate Highway Patrol Vehicle Billable Hourly Rate		\$ /hr.
Item 3	Rate Golf Cart Patrol Vehicle Billable Hourly Rate		\$ /hr.

- The rates above must be used in all calculations for the costs per location.
- The City intends to award this contract to one contractor, therefore, to be considered responsive, contractor must bid on all items.
- Additional sites, that may be added in the future, will be added at the same rates indicated above.

Approx. Hours Per Year	Bid Form ID	Location	Cost Per Location
	A	North Corporation Yard	
	A-Rate	(Estimated Hours 8760 hours/year*) Security Officer Billable Hourly Rate (Item 1)	/hr.
8760	A	North Corporation Yard Approximate Total Annual Cost	\$
	B	Civic Center Mall	
	Item 1	Security Officer Billable Hourly Rate (Item 1)	/hr.
	Item 3	Golf Cart Vehicle Billable Hourly Rate (Item 3)	/hr.
	B-Rate	Total Hourly Billable Rate for Cart and Officer (Estimated Hours 4051 hours/year*) (Item 1 & 3 added together)	/hr.
4051	B	CC Mall Approximate Total Annual Cost	\$
	C	South Maintenance Yard	
	C-Rate	Security Officer Billable Hourly Rate (Item 1) (Estimate Hours 5616 hours/years*)	/hr.
5616	C	South Maintenance Yard Approximate Total Annual Cost	\$

**INVITATION FOR BID #04PB044
SECURITY GUARD SERVICES
BID FORM**

Approx. Hours Per Year	Bid Form ID	Location	Cost Per Location
	D	Westworld	
	Item 1	Security Officer Billable Hourly Rate (Item 1)	/hr.
	Item 2	Highway Vehicle Billable Hourly Rate (Item 2)	/hr.
	D-Rate	(Estimated Hours 2920 hours/year*) Security Officer Billable Hourly Rate (Item 1)	/hr.
2920	D	Westworld Approximate Total Annual Cost	\$
	E	**Parks Lock-Up	
	Item 1	Security Officer Billable Hourly Rate (Item 1)	/hr.
	Item 2	Highway Vehicle Billable Hourly Rate (Item 2)	/hr.
	E-Rate	Total Hourly Billable Rate for Vehicle and Officer (Estimated Hours 2920 hours/year*) (Item 1 & 2 added together)	
2920	E	Parks Approximate Total Annual Cost	\$
	F	**Eldorado Skate Park	
	F-Rate	Security Officer Billable Hourly Rate (Estimate Hours 730 hours/years*)	/hr.
730	F	Skate Park Approximate total Annual Cost	\$
	G	Johnny G. Martinez Water Treatment Plant	
	G-Rate	Security Officer Billable Hourly Rate (Item 1) (Estimated Hours 3120 hours/year*)	/hr.
3120	G	Johnny G. Martinez Water Treatment Plant Approximate Total Annual Cost	\$
	H	Tempe South Water Treatment Plant	
	H-Rate	Security Officer Billable Hourly Rate (Item 1) (Estimated Hours 3120 hours/year*)	/hr.
3120	H	Tempe South Water Treatment Plant	\$
		TOTAL ANNUAL SECURITY OFFICER AND ALL APPLICABLE VEHICLE COSTS (Extended Totals for Annual Cost, Locations A thru H added together)	\$

*-Hours are approximate and may vary or changed as required.

**-Future services that will be included in this Agreement upon termination of the existing contract on May 23, 2004.

**INVITATION FOR BID #04PB044
SECURITY GUARD SERVICES
BID FORM**

TAXES

- | |
|---|
| 1. Do not include any use, or federal excise tax in your bid. The city is exempt from the payment of federal excise tax and will add use tax as applicable. |
|---|

ADDENDA

The bidder hereby acknowledges receipt of and agrees his bid is based on the following Addenda.

ADDENDUM #_____ DATED _____ ADDENDUM #_____ DATED _____

ADDENDUM #_____ DATED _____ ADDENDUM #_____ DATED _____

My signature on this bid form certifies that I have read, understand and will comply with all terms, conditions, and specifications stated in all the documents constituting the Contract.

NAME OF FIRM: _____

ADDRESS: _____

TYPE OF BUSINESS ORGANIZATION: _____
(Corporation, Partnership, Sole Proprietorship, Etc.)

SIGNATURE: _____ DATE: _____
(Officer of Company)

PRINT NAME: _____

CONTACT NAME _____ TITLE _____

TELEPHONE: _____ FAX _____

E-MAIL ADDRESS: _____ WEB SITE: _____

Employer's Identification No. _____ as filed on US Quarterly Tax Return US Treasury Form #941.

SUBMIT ONE ORIGINAL AND ONE COPY OF YOUR BID

INVITATION FOR BID # 04PB044
SUBCONTRACTOR LIST

If any bidder intends to subcontract any portion of this contract, the bidder must submit **2 copies of the Subcontractor List** which includes the name, address, license number (if applicable) of each subcontractor including the extent of such subcontracting and include with bid submittal documents.

NAME: _____ LICENSE _____

ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE _____

ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE _____

ADDRESS: _____

EXTENT OF WORK: _____

INVITATION FOR BID #04PB044
BIDDER QUESTIONNAIRE

The following questions are asked to enable the bid evaluation team to assess the qualifications of bidders under consideration for final bid award. This information may or may not be a determining factor in award of this Bid. **Submit 2 copies of the Bidder Questionnaire with your bid.**

REFERENCES:

List three Arizona customers for whom you have provided service of a similar scope as this bid during the past eighteen months. Include the length of any contracts listed.

CUSTOMER NAME AND ADDRESS TELEPHONE CONTACT

1. _____

2. _____

3. _____

List all equipment you intend to use in the performance of this Contract, if applicable.

Signed _____

Title _____

Company _____

NOTICE OF AWARD

1. This is to notify you that on _____, the Purchasing Director awarded Bid No. 04PB044 to your company.
2. This notification constitutes an acceptance of your offer to provide the materials/services listed in the bid at the prices quoted. All terms and conditions of the Bid shall apply.
3. The term of this agreement shall be for a period of one (1) year.
4. The agreement shall be administered for the City by a Contract Administrator. The Contract Administrator for the City shall be Dan Porter.
5. Detailed invoices including the Bid No. must be submitted to the Accounts Payable Section for review and approval before payment can be made.
6. This agreement may be canceled for convenience or cause if in the judgment of the City's Agents, the Contractor fails to comply with the intent or terms and conditions of the Agreement.
7. You are required by the Terms and Conditions of this Bid to submit the appropriate Certificate(s) of Insurance, sign and return this Notice of Award, execute the Service Contract, and complete and return the I.R.S. W-9 form within ten (10) days from the date of this Notice.
8. If you fail to furnish the documents required in Item #7 within ten (10) days from the date of this Notice, the City will consider this as a default and the City will be entitled to such other rights as may be granted by law.

Please complete the acknowledgment section below and return one copy to the attention of Shirley Irwin, Purchasing Office, 9191 E. San Salvador Dr., Scottsdale, AZ 85258.

Karl Adams
Bid & Contract Specialist

ACKNOWLEDGED:

Signature

Title

Company Name

Date

**CITY OF SCOTTSDALE
SERVICE CONTRACT**

BID NO. 04PB044

PROJECT NAME: SECURITY GUARD SERVICES

THIS CONTRACT, made and entered into this ____ day of _____, 200__ by and between _____, herein after designated "Contractor" and the City of Scottsdale, County of Maricopa, and State of Arizona, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated "CITY".

WITNESSETH: That the said Contractor, for and in consideration of the sum of \$_____ annually to be paid him by the said City, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained and under the penalties expressed in the bonds provided, (if required) hereby agrees, for himself, his heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I - CONTRACT DOCUMENTS:

The contract documents shall consist of this Service Contract, the Invitation for Bid, Instruction to Bidders, General Conditions, Specifications, Bidder Questionnaire (if applicable), Contractor's bid as accepted by the Purchasing Director, Addenda if any, Notice of Award and written Contract Amendments which are incorporated herein by reference and made a part hereof.

ARTICLE II - SCOPE OF WORK:

The Contractor shall furnish any and all labor, materials, equipment transportation and services required to perform all work for the SECURITY GUARD SERVICES, Bid No. 04PB044, in a good workmanlike and substantial manner, to the satisfaction of the City, strictly pursuant to and in conformity with the Invitation for Bid and addenda having been issued.

The Contractor agrees that this Contract, as awarded, is for SECURITY GUARD SERVICES and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Bid Form.

ARTICLE III - CONTRACT TERM: The term of this contract shall be for a one (1) year period. The City may extend this contract for four (4) additional one (1) year periods as provided within the General Conditions. The contractor further covenants and agrees, at his own proper cost and expense, to do all work called for by the Invitation for Bid free and clear of all claims, liens and charges whatsoever, in the manner and under the conditions specified.

ARTICLE IV - PAYMENTS: For and in consideration of the faithful performance of the work set forth in the Contract Documents, which are a part hereof, and in accordance with the directions of the City and to its satisfaction, the City agrees to pay the Contractor the amount earned as computed from the price on the Bid Form made a part hereof.

BID NO. 04PB044

PROJECT NAME SECURITY GUARD SERVICES

ARTICLE V - Contractor shall not assign this contract, in whole or in part, without the prior written consent of the City.

ARTICLE VI - CONTRACTOR ADMINISTRATOR: shall be Dan Porter, or designee.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties herein above named on the date and year first above written.

CITY OF SCOTTSDALE

Mary Manross, Mayor

CONTRACTOR:

REVIEWED BY:

(company name)

Monroe C. Warren
Purchasing Director

address

Myron Kuklok
Risk Management Director

(individual name/title)

(signature)

General Manager

ACORDtm		CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED		COMPANIES AFFORDING COVERAGE				
		COMPANY A				
		COMPANY B				
		COMPANY C				
		COMPANY D				
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
Co 1 tr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EXPIRATION DATE (mm/dd/yy)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT				GENERAL AGGREGATE PRODUCTS COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person)	\$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	\$ \$ \$ \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	\$ \$ \$ \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	\$ \$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:				<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> INCL <input type="checkbox"/> EXCL </div> <div> WC STATU- TORY LIMITS OTHER </div> </div> EL EACH ACCIDENT EL DISEASE . POLICY LIMIT EL DISEASE . EA EMPLOYEE	\$ \$ \$
	Other:					
Description of Operations/Locations/Vehicles/Special Items: City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights of recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of insurance company. APPLICABLE CONTRACT NUMBER:						
CERTIFICATE HOLDER ACORD 25-S (1/95)				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
				AUTHORIZED REPRESENTATIVE		

**CITY OF SCOTTSDALE
CERTIFICATE OF INSURANCE**

City Department:	Project Title:	Contract #:		
Companies Affording Coverage		Current State of Arizona License		Current A.M. Best Rating
Producer:	A. _____ B. _____ C. _____ D. _____ E. _____	Yes	No	_____ _____ _____ _____ _____
Insured:		_____	_____	
		_____	_____	
		_____	_____	
		_____	_____	

This is to certify that the insurance policies listed below have been issued to the insured named above for the policy period indicated.

Co Ltr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EXPIRATION DATE (mm/dd/yy)	LIMITS (,000)
	General Liability <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made <input type="checkbox"/> Owner's & Contractor's Prot. <input type="checkbox"/> Per Project Product/Completed Operations				General Aggregate Products-Comp/Op Agg. \$ _____ Personal & Adv. Injury \$ _____ Each Occurrence \$ _____ Fire Damage (any one fire) \$ _____ Med. Exp. (any one person) \$ _____
	Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Garage Liability				Combined Single Limit Bodily Injury (per person) \$ _____ Bodily Injury (per accident) \$ _____ Property Damage \$ _____
	Professional Liability <input type="checkbox"/> Type _____ <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Each Claim \$ _____ All Claims \$ _____
	Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than umbrella form <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence				Each Occurrence \$ _____ Aggregate \$ _____
	Workers Compensation Employer's Liability				Statutory Limits Each Accident \$ _____ Disease-Policy Limit \$ _____ Disease-Each Employee \$ _____
	Builder's Risk				
	Other:				

Description of Operations/Locations/Vehicles/Special Items:

City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights to recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of Insurance Company.

CERTIFICATE HOLDER/ADDITIONAL INSURED City of Scottsdale 9191 E. San Salvador Drive Scottsdale, AZ 85258	Authorized Representative of the insurance company(ies) Signature: _____ Date: _____
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SUBSTANCE ABUSE SCREENING, BACKGROUND CHECK

INVESTIGATION, AND SAFETY TRAINING REQUIREMENTS

For City of Scottsdale Contracted Services

To promote its' policies for health and safety in the work place the City of Scottsdale requires that Contractors performing ongoing work in City buildings and facilities shall adhere to established procedures, relating to: criminal background investigations, substance abuse screening, and safety training.

The Contractor shall maintain a sufficient "buffer" of background checked employees to provide continuous, unbroken service.

Any and all employees of the Contractor's company including all owners and officers that may enter a city building or facility to perform the work of the contract are required to adhere to the background investigation process and substance abuse screening.

I. SUBSTANCE ABUSE SCREENING AND BACKGROUND INVESTIGATIONS.

Contractor's employees, prior to engaging in work for the City, shall be required to submit to and successfully complete substance abuse screening for illegal drugs, controlled substances and alcohol. Screening and examination shall be performed in accordance with the City's human resources policies and guidelines regarding pre-employment drug screening. The substance abuse screening shall be at the sole expense of the Contractor.

Contractor's employees, prior to engaging in work for the City, shall be required to submit to and successfully complete a full state and federal criminal background investigation. Contractor's employees, at the City's request, will provide written information needed for the background investigation. To enable the City to conduct background investigations, Contractor's employees will submit to fingerprinting, as directed by the City, at the Contractor's expense.

The City shall receive the results of drug screening and background information, evaluate it and advise the Contractor of whether or not specific employees are qualified to engage in City work, prior to the employee's commencement of City work. An employee, who is otherwise qualified, will be allowed to engage in City work after the City indicates that the employee has successfully completed a local background investigation.

SUBSTANCE ABUSE SCREENING AND BACKGROUND INVESTIGATIONS - CONT'D

Contractor shall remove any employee from performing work for the City upon being advised by the City that, as a result of a background investigation, information has been received which would disqualify a person from City employment. Whether or not background information is disqualifying shall be in the sole discretion of the City. In accordance with Arizona law relating to the confidentiality of criminal history information, the City will be unable to provide the Contractor or employee with the disqualifying information.

Contractor's employees engaged in City work shall submit to substance abuse screening, as set forth in these provisions, every twelve (12) months that an Agreement/Contract resulting from this IFB is in effect. Costs for annual substance abuse screening will be at Contractor's sole expense.

Contractor's employees shall adhere to the City's substance abuse policy and all City policies, regulations and guidelines relating to the prohibition of the use of alcohol or drugs. Contractor's employees shall be subject to reasonable suspicion drug screening as provided in the City substance abuse policy. Contractor will pay for expenses incurred for substance abuse screening of an employee under the reasonable suspicion drug screening procedure.

II. PROCEDURE FOR PROCESSING BACKGROUND CHECKS

Contract Administrator advise the Contractor concerning proper procedures for conducting background investigations and will provide the Contractor with background check information packets containing necessary information and forms.

Contractor will provide background information materials to its employees and officers. Contractor is responsible for ensuring that the forms are completed properly and all procedures are followed. Contractor will submit to the City Contract Administrator all pertinent information and forms for review.

All pre-employment tests and checks must be in-progress prior to a Contractor's employee being permitted to work in a City of Scottsdale building or facility.

Additionally, the following conditions must be met before Contractor's employee may work in a City building or facility:

- substance abuse test has been completed and reported with negative results
- results of state investigation of fingerprints have been returned without adverse information that would disqualify contract employee

Contractor shall not knowingly permit an employee to work in a City building or facility until the individual has gone through the required background investigation process and has been approved by the City.

Contractor will be found in default of the contract if any employee is found to be working that has not gone through the background investigation process.

III. SAFETY TRAINING.

The Contractor is required to provide the following minimum training for all daily employees, casual employees (such as those types of employees that perform detail or project work, such as floor care, and window care) and work shift supervisors performing the work of the contract. Owners, officers and others not performing daily, casual, or work shift supervisory work of the contract are not required to adhere to these requirements. If the owners, officers, or others of the company are daily employees, casual employees, or shift supervisors, then they too will adhere to the safety training requirements. Training to be at Contractor's sole expense.

1. Bloodborne Pathogens - Occupational Safety and Health Administration Standard 29 CFR.
 - a. Contractor may have his employees take the Hepatitis B vaccination series of four (4) shots;
 - b. or Contractor's Employees will read and sign the declination form to not have the vaccination.
2. Fire Safety (evacuation plans and fire extinguisher)
3. Hazard Communication - Right to Know
4. Workplace Security
 - The safety training is required to be provided by Contract Administrator approved training providers. Written verification of training will be required of the training provider for every employee that is required to have the safety training. If the Contractor's employees have had safety training for the above specifications during the past twelve months, the Contract Administrator may approve of this training as being sufficient.
 - Safety Training will occur as soon as the training provider can set up the training for effected individuals. Ideally the training should occur before the individual begins to perform the work of the contract. If this is not possible, within two to three weeks after the individual's start date the training provider should be able to complete the training. Work start date for a Contractor's employee will be at the discretion of the Contract Administrator or designee.
 - Approved safety training providers are Arizona Chapter of National Safety Council; Second Wind; (which is under the heading of CPR and First Aid Training Now in the phone book); and Industrial Training Solutions. If the Contractor has a provider other than these listed, the Contractor may request of the contract administrator to use this provider for the safety training.
 - It is the Contractor's responsibility to ensure that his employees are safety trained. Contractor will work directly with the safety training provider to schedule training. Contractor will pay for safety training services to the training provider, not to the City of Scottsdale. Contract Administrator may assist the Contractor in the safety training process, as needed.

SAFETY TRAINING - CONT'D

- Present costs for the safety training varies between providers.
- Estimated costs for safety training may vary from \$25.00 - 60.00 per individual.
- Safety Training is required for all effected Contractor's employees annually. Annual retraining costs to be at sole expense of the Contractor.
- Only under unusual circumstances, or if specific training that relates to the contract specifically, will the city at it's discretion provide all or part of the safety training. It may be required that the costs of the training provided by the city be charged to the Contractor.
- Any Contractor's employee found working that is found to not have had the safety training, may find the Contractor in default of the contract.
- Contract Administrator will determine the severity of the infractions on a case by case basis to determine whether or not Contractor will be removed from the contract.

VI. COST STRUCTURE / PAYMENTS

1. Payments.

- (a) The present estimated costs for background investigation procedures per individual are as follows:

Contractor is required to pay for the following:

Substance abuse screening	\$22.50 *
Fingerprinting:	24.00
Driving record:	<u>3.00</u>
Hepatitis B vaccination	<u>260.00</u>
Reasonable Suspicion	
Substance Abuse Drug	
Screening	<u>\$22.50</u>

* - Substance abuse screening to be conducted annually on all individual employees, after it has been one year from a previous substance abuse test, for the individual employee. Costs to be at Contractor's sole expense.

- Contractor shall pay for services directly for costs shown above; substance abuse screening; fingerprinting; driving record, reasonable suspicion drug screening. Hepatitis B vaccinations are not required. If Contractor's employees have the vaccinations, the Contractor will pay for services.
- Subject to agreement by the City, Contractor will reimburse the City for its' costs advanced;
- Contractor will reimburse the City not later than 30 days to being invoiced.

City of Scottsdale
SUBSTANCE ABUSE INFORMATION
for **CONTRACT EMPLOYEES**

This handout is provided as a supplement to the City's current substance abuse policy signed by each contract employee. If you have any questions about this handout or the City's policy, contact City of Scottsdale Human Resources at 994-2491.

Note: The usage of the term "employee" in this document and the policy also includes contract workers.

What is the City's substance abuse policy?

It is the intent of the City of Scottsdale to provide a drug and alcohol free workplace. It is the philosophy of the City that quality service to the citizens of Scottsdale and the use of illegal drugs or alcohol, or the misuse of controlled substances (any drug or substance that has a potential for abuse and whose use, possession, or distribution is illegal or regulated by federal law under the Controlled Substances Act) do not mix. Every contract employee is required to abstain from the use of illegal drugs and alcohol, and the misuse of controlled substances in the workplace. The City of Scottsdale, as a public employer, is concerned with the health and safety of both its citizens and employees. Accordingly, the following are prohibited in the workplace: (1) the use, sale, purchase, possession or manufacture of illegal drugs; (2) the misuse of controlled substances; (3) possession or use of alcoholic beverages in any form; and (4) the presence of illegal drugs, unauthorized controlled substances or alcohol in a contract employee's system. Violations of these provisions will be the basis for disciplinary action up to and including termination.

What types of testing are done?

The City's policy involves several types of testing. In January 1988, a reasonable suspicion testing policy for all employees was established. Pre-employment drug testing for applicants began in October of 1991.

What is pre-employment testing?

All candidates for employment are subject to pre-employment drug testing as a condition of employment. Candidates with a positive test result for illegal drugs, alcohol or misuse of controlled substances are not hired.

What is reasonable suspicion testing?

This type of testing is performed when a contract employee exhibits inappropriate behavior, work performance problems, and/or signs of drug or alcohol impairment or intoxication. The decision to test is based on observation or information that the contract employee's conduct or condition to satisfactorily perform his/her job duties are or may be impaired. Such a condition may include, but is not limited to, a noticeable change in the contract employee's performance level, impaired judgment or reasoning, a noticeable change in the level of attention, behavioral changes, etc. Physical characteristics indicating reasonable suspicion may be, among others, a pattern of abnormal or erratic behavior, physical symptoms (e.g., glassy eyes, slurred speech, unsteady gait, etc.), or direct observation of illegal drug usage, alcohol misuse or controlled substances misuse.

What is involved in the testing procedure, under the reasonable testing situation?

Generally, the Contract Administrator contacts Human Resources for guidance, approval and discussion of issues. Then the contract employee's supervisor will be contacted and a meeting will be held with the contract employee to discuss the problem. If it is determined a test is needed, the contract employee is escorted to an approved medical facility where the laboratory personnel will instruct the contract employee on the collection procedures. Following the test, the contract employee is suspended from performing work of the contract until the contract employee is contacted by authorized City of Scottsdale personnel with the results.

What if a contract employee refuses to be tested?

REFUSAL TO SUBMIT TO A REQUIRED TEST WILL RESULT IN TERMINATION.

Who actually performs the testing of the urine sample?

The test is conducted by certified professionals at Southwest Laboratory in Tempe, Arizona. Southwest Laboratory is accredited by the Department of Health and Human Services. During times when the laboratory is not open the testing will be conducted by other authorized systems.

The approval procedures are stringent. In order to receive this approval, the laboratory must prove that they adhere to the highest standards of quality control. The laboratory must also agree to have blind samples sent to them for testing. The blind samples contain a known quantity of a known controlled substance. The lab management also routinely sends through its' own blind samples. The laboratory technician conducting the test have no way of knowing which of the samples are blind and which belong to an actual employee. The laboratory risks losing its certification if a blind sample is incorrectly reported, whether the wrong substance or amount of substance. There are very few (approximately 60) DHHS certified laboratories in the United States.

What substances are tested?

Any substance that causes or could cause impairment could be tested, including but not limited to: alcohol, amphetamines, barbiturates, benzodiazepines, cocaine, cannabinoids, methadone, opiates, phencyclidine, propoxyphene.

What if I am taking a prescribed drug or over the counter medication?

Contract employees under the treatment of a physician are responsible for advising the physician of the kind of work done by the contract employee so that any medication prescribed will not negatively affect the contract employee's job performance, safety or the safety of others, including co-workers. The City may request that a contract employee provide the names and dosages of any medications being taken by the contract employee. Job duties may be restricted during treatment.

How accurate is the test?

The initial EMIT test is approximately 95% accurate. If the EMIT test indicates a positive result, the same sample is retested with a different, more accurate Gas Chromatography Mass Spectrometry (GC/MS) test. Each drug is unique and the test identifies it as only that particular drug. The GC/MS test guarantees near 100% accuracy and is used by law enforcement agencies and is upheld by the courts.

These tests are more accurate than common tests used to detect cancer. A GC/MS test is eleven times more accurate than a human fingerprint, which is used for convictions in a court of law. If disputed, the test may be repeated on the same sample for up to one year.

How long does it take to get results?

Human Resources gets a verbal result within 24 hours, followed by a written report. Test results are kept confidential. Contract employees are suspended from performing the work of the contract until the contract employee is notified by authorized City of Scottsdale personnel of the results of the tests.

What if the test results are "drug or alcohol negative"?

Contractor and the contract Employee will be contacted by authorized City of Scottsdale Staff. The contract employee will be allowed to return to work based on the testing results and based on outcome of meetings with the contract employee.

Substance Abuse Information for
Contract Employees cont.

What if the test results are “drug or alcohol positive”?

Positive results from a Required Test will be reviewed by authorized City of Scottsdale staff..
Positive test results of illegal drugs, controlled substances or alcohol will result in the
termination of the contract employee.

CITY OF SCOTTSDALE
SUBSTANCE ABUSE POLICY
for CONTRACT EMPLOYEES

Note: The usage of the term "employee", also includes contract workers.

Quality service to the citizens of Scottsdale and the use of illegal drugs and misuse of controlled substances (any drug or substance that has a potential for abuse and whose use, possession, or distribution is illegal or regulated by federal law under the Controlled Substances Act) or alcohol do not mix. The City of Scottsdale does not tolerate the use of illegal drugs or alcohol, or the misuse of controlled substances in the workplace. It is the intent of the City to maintain a drug and alcohol free workplace to keep employees healthy, productive and free from injury. The use of illegal drugs and alcohol, and the misuse of controlled substances constitute threats to these objectives and pose potential serious risks to both employees and the City.

Every contract employee is required to abstain from the use of illegal drugs and alcohol, and the misuse of controlled substances in the workplace. Contract employees under the treatment of a physician are responsible for advising the physician of the kind of work done by the contract employee so that any medication prescribed will not negatively effect the contract employee's job performance, safety or the safety of others, including co-workers. The City may request that a contract employee provide the names and dosages of any medications being taken by the contract employee.

The City of Scottsdale, as a public employer, is concerned with the health and safety of both its citizens and employees. Accordingly, the following are prohibited in the workplace: (1) the use, sale, purchase, possession or manufacture of illegal drugs; (2) the misuse of controlled substances; (3) possession or use of alcoholic beverages in any form; (4) the presence of illegal drugs, unauthorized controlled substances or alcohol in a contract employee's system. Violations of these provisions will be the basis for disciplinary action up to and including termination.

The City adheres to a reasonable suspicion testing program, which applies to all contract employees. When reasonable suspicion exists, based upon observation, information or performance, that a contract employee is, has or may violate the substance abuse policy, the contract employee is required to submit to a test to determine whether an illegal drug, controlled substance or alcohol (individually or collectively "Required Test") has been used by the contract employee.

REFUSAL OF A CONTRACT EMPLOYEE TO SUBMIT TO A REQUIRED TEST WILL RESULT IN THE TERMINATION OF THE CONTRACT EMPLOYEE.

Positive results from a Required Test will be reviewed by authorized City of Scottsdale staff.. Positive test results of illegal drugs, controlled substances or alcohol will result in the termination of the contract employee.

If you have questions about this policy, contact either your supervisor, or Human Resources at 994-2491.

I have read the policy, it has been explained to me and I understand the City of Scottsdale's substance abuse policy, which appears above and I also acknowledge that I have been given a copy of it. I understand that if I desire, I may also have a copy of other formats, including large print, Spanish, or audio in English or Spanish. It is my responsibility to request a different format.

Contract Employee Name (Printed)

Contract Employee Signature

Date: